

PATENT
TH2007

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/841,302
 Confirmation No.: 4731
 Filing Date: April 24, 2001
 Inventors: de Rouffignac et al.
 Title: IN SITU THERMAL
 PROCESSING OF A
 HYDROCARBON
 CONTAINING FORMATION
 USING HEAT SOURCES
 POSITIONED WITHIN OPEN
 WELLBORES

Examiner: J. J. Kreck
 Art Unit: 3673
 Atty. Dkt. No.: 5659-08200/EBM

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MAR 23 2004

CERTIFICATE OF FACSIMILE FILING

DATE OF TRANSMISSION: *March 23, 2004*

I hereby certify that this correspondence is being sent by facsimile to the United States Patent and Trademark Office, Pox. No. (703) 972-9306 on the date indicated above.

Dale Schuster
Dale Schuster

TERMINAL DISCLAIMER TO OBLIGATE A DOUBLE PATENTING REJECTION
OVER PATENT APPLICATIONS AND PATENTS

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Dear Sir:

1. Applicant is the owner of all rights in the captioned patent application. Applicant certifies that it is the assignee of the entire right, title and interest in the captioned patent application by virtue of an assignment from the inventors of the captioned patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0852.
2. Applicant is the owner of all rights in U.S. Patent Application No. 09/840,937. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/840,937 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012236, Frame 0726.
3. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent

Application No. 09/840,937 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

4. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,195. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,195 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012244, Frame 0209.

5. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,195 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent, and its or his successors or assigns.

6. Applicant is the owner of all rights in U.S. Patent No. 6,591,907. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,591,907 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012233, Frame 0196.

7. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,591,907 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantee of such patent and its or his successors or assigns.

8. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,308. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,308 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012609, Frame 0412.

9. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,308 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

10. Applicant is the owner of all rights in U.S. Patent No. 6,702,016. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,702,016 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012976, Frame 0935.

11. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent No. 6,702,016 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

12. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,439. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,439 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012656, Frame 0444.

13. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,439 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

14. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,300. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No.

09/841,300 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012996, Frame 0372.

15. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,300 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

16. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,490. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,490 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012237, Frame 0271.

17. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,490 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

18. Applicant is the owner of all rights in U.S. Patent No. 6,581,684. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent No. 6,581,684 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012229, Frame 0300.

19. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and U.S. Patent 6,581,684 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent and its or his successors or assigns.

20. Applicant is the owner of all rights in U.S. Patent Application No. 09/841,283. Applicant certifies that it is the assignee of the entire right, title and interest in U.S. Patent Application No. 09/841,283 by virtue of an assignment from the inventors of the patent application, the assignment recorded with the Patent and Trademark Office at Reel 012608, Frame 0546.

21. Applicant hereby agrees that any patent granted on the captioned patent application shall be enforceable only for and during such period that the patent and any patent granted on U.S. Patent Application No. 09/841,283 are commonly owned. This agreement runs with any patent granted on the captioned patent application and is binding upon the grantees of such patent, and its or his successors or assigns.

22. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283.

23. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of a patent granted on U.S. Patent Application Nos. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283, as presently shortened by any terminal disclaimer, in the event that the patent granted on U.S. Patent Application No. 09/840,937; 09/841,195; 09/841,308; 09/841,439; 09/841,300; 09/841,490; or 09/841,283 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

24. As sole owner in the captioned patent application, Applicant hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the captioned patent application which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §154 to §156 and §173, as presently shortened by any terminal disclaimer, of U.S. Patent Nos. 6,591,907; 6,702,016; or 6,581,684.

25. In making the above disclaimer, Applicant does not disclaim the terminal part of any patent granted on the captioned patent application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §154 to §156 and §173 of U.S. Patent Nos. 6,588,503; 6,702,016; or 6,581,684, as presently shortened by any terminal disclaimer, in the event that U.S. Patent Nos. 6,591,907; 6,702,016; or 6,581,684 later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

26. A fee authorization for the required fee is attached.

By:



Del S. Christensen
Senior Counsel for Shell Oil Company
Reg. No. 33,482

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(713) 241-3997 (voice)
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Date: March 23, 2004

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<i>Del S. Christensen</i> Del S. Christensen	

FEE AUTHORIZATION

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Sir:

The Commissioner is hereby authorized to charge the following fees to Shell Oil Co.
 Deposit Account Number 19-1800/TH2007:

I. Terminal Disclaimer Fee	\$110.00
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TOTAL AMOUNT: **\$110.00**

The Commissioner is also authorized to charge any extension fee or other fees that may be necessary to the same account number.

Respectfully submitted,



Del S. Christensen
 Senior Counsel for Shell Oil Company
 Reg. No. 33,482

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Date: *March 23, 2004*

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TEL: 281 544 2858

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Shell Exploration & Production

MAR 23 2004

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Shell Exploration & Production Company
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Houston, TX 77001
Fax +1 281 544 2858
Internet <http://www.shell.com/ep>

DATE	March 23, 2004		
TO	T. J. Kreck		
FROM	Del S. Christensen		
SUBJECT	Fee Authorization of Terminal Dr. Wayne for 09/24/302		
NO PAGES INCLUDING COVER SHEET			
8			



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Please call to confirm receipt of Fax



Original to arrive via US Mail or other mail

A handwritten signature in black ink, appearing to read "Del S. Christensen".